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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS HEALTH AND WELFARE
TRUST; THE BOARD OF TRUSTEES OF
THE CONSTRUCTION INDUSTRY AND
LABORERS JOINT PENSION TRUST; THE
BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS VACATION TRUST; and THE
BOARD OF TRUSTEES OF THE
SOUTHERN NEVADA LABORERS
LOCAL 872 TRAINING TRUST,

Plaintiffs,

v.

STREAMLINE INTEGRATION, a foreign
corporation,

Defendant.

CASE NO.:

COMPLAINT

Plaintiffs allege:

1. This action arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001-1500 and the Court has original jurisdiction under 29 U.S.C. § 1132(e). Venue is proper under 29 U.S.C. § 1132(e)(2).

1 2. The Plaintiffs are the Boards of Trustees of the Construction Industry and Laborers
2 Health and Welfare Trust, the Construction Industry and Laborers Joint Pension Trust, the
3 Construction Industry and Laborers Vacation Trust, the Southern Nevada Laborers Local 872
4 Training Trust (collectively referred to as “Trust Funds”) and are fiduciaries for purposes of
5 ERISA.

6 3. Streamline Integration, a foreign corporation, (“Streamline”) acted as an employer
7 within the State of Nevada employing persons (“Covered Employees”) who perform work
8 covered by a collective bargaining agreement (“CBA”) between Streamline and the Construction
9 Industry and Laborers Union Local 872.

10 4. The CBA requires Streamline to make employee benefit contributions to the Trust
11 Funds on behalf of its Covered Employees.

12 5. The Trust Funds are ERISA employee benefit trust funds that provide benefits to
13 Covered Employees.

14 6. The Trust Funds are established by Trust Agreements (“Trust Agreements”).

15 7. Under ERISA and the Trust Agreements, Streamline is obligated to make its books
16 and records available for contract compliance review (“Audit”).

17 8. Streamline has failed to respond to the Trust Funds’ requests to make its books and
18 records available for Audit.

19 9. The Trust Funds have insufficient facts, records or information available to
20 calculate amounts due.

21 10. If an employer signatory to the CBA fails to make its books and records available
22 for an Audit, the Trust Agreements and the Trust Funds’ Collection Policy and Procedures permit
23 the Trust Funds to presume contributions owed equal the higher of (1) the average annual
24 contributions reported by the employer over the three years prior to the audit period or (2)
25 \$100,000 for each year covered by the attempted audit.

FIRST CLAIM FOR RELIEF

Equitable Relief – 29 U.S.C. § 1132(a)(3)

11. Paragraphs 1 through 10 are restated and incorporated by reference.

12. The Trust Funds have repeatedly requested that Streamline make its books and records available for an Audit as required by ERISA and the Trust Agreements.

13. Streamline has repeatedly refused to make its books and records available.

14. The Trust Funds request this Court compel Streamline, in accordance with 29 U.S.C. § 1132(a)(3), to deliver or make available to the Trust Funds all papers and documentation necessary to permit the Trust Funds or their designee to perform an Audit.

SECOND CLAIM FOR RELIEF

ERISA Delinquent Contributions – 29 U.S.C. § 1145.

15. Paragraphs 1 through 14 are restated and incorporated by reference.

16. Upon information and belief, Streamline has failed to meet its obligations to remit employee benefit contributions to the Trust Funds as set forth in the PLA and Trust Agreements, and as required by 29 U.S.C. § 1145.

17. As a result of its delinquency, Streamline is liable to the Trust Funds for unpaid contributions, interest, liquidated damages, audit fees and attorneys' fees, as provided by 29 U.S.C. § 1132(g), the CBAs, Trust Agreements, and applicable Collection Policy.

WHEREFORE, Plaintiffs pray for relief as follows:

1. For an Order compelling Streamline, to deliver or make available to the Trust Funds all papers and documentation necessary to permit the Trust Funds or their designee to perform an Audit;

2. A judgment against Streamline, for damages, including delinquent employee benefit contributions, interest, liquidated damages, and attorneys' fees and costs;

3. For other equitable relief as provided by ERISA; and

4. For such other and further relief as the Court deems proper.

Dated: March 2, 2022.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

/s/ Christopher M. Humes

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